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Solicitation Contact Person:

Jamey Schultz
 Contracts and Purchasing Section
 701 E. Jefferson, MD5700
 Phoenix, Arizona 85034

Telephone: (602) 417-4629
 Telefax: (602) 417-5957
 E-Mail: Jamey.Schultz@azahcccs.gov
 Issue Date: March 21, 2008

LOCATION: **ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)**
 Contracts and Purchasing Section (First Floor)
 701 E. Jefferson, MD5700
 Phoenix, Arizona 85034

DESCRIPTION: MEDICATION HISTORY SOFTWARE

PROPOSAL DUE DATE: April 11, 2008 AT 3:00 P.M. M.S.T.

Pre-Proposal Conference: A Pre-Proposal Conference has not been scheduled.

**QUESTIONS CONCERNING THIS SOLICITATION SHALL BE
 SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED
 ABOVE, IN WRITING, VIA E-MAIL OR FAX BY March 28, 2008,
 5:00 P.M. M.S.T.**

In accordance with A.R.S. § 41-2534, which is incorporated herein by reference, competitive sealed proposals will be received at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.


Proposals must be in the actual possession of AHCCCS on or prior to the time and date and at the location indicated above.

Late proposals shall not be considered.


Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the offeror's name and address clearly indicated on the envelope or package. All proposals must be typewritten. Additional instructions for preparing a proposal are included in this solicitation document.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the person named above. Requests should be made as early as possible to allow time to arrange the accommodation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including all exhibits, amendments, and final proposal revisions (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

E-Mail Address: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___ is/___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER (to be completed by AHCCCS)


Your offer, including all exhibits, amendments and final proposal revisions (if any), contained herein, is accepted.

The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

This contract shall henceforth be referred to as Contract No. YH08-0071.

Awarded this _____ day of _____ 20____.

Michael Veit, as AHCCCS Contracting Officer and not personally

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1. AHCCCS OVERVIEW

AHCCCS is Arizona's Medicaid program, designed to deliver quality health care under cutting-edge concepts of managed care. Arizona's Medicaid program operates under a Section 1115 Research and Demonstration Waiver granted by the Centers for Medicare and Medicaid Services (CMS) in 1982. This waiver allows Arizona to operate a statewide managed care system and requires that all Medicaid members enroll in a contracted health plan.

AHCCCS contracts with health plans and other program contractors, paying them a monthly capitation amount prospectively for each enrolled member. Under this model of contracting, the health plans assume the financial risk of delivering the full range of health care services for each member within the capitated amount. The current Acute Care Medicaid program and State Children's Health Insurance Program (SCHIP) includes over 1 million low-income members. Over the years, independent evaluations repeatedly have praised the program's effectiveness. AHCCCS has received national acclaim as a model for other Medicaid programs and the approach has been recommended to other states by CMS.


From the outset, Arizona's Medicaid program has been delivered primarily as a managed care program with a relatively small residual, fee-for-service component. Initially, the Medicaid program covered only acute care services. AHCCCS later expanded the program to cover long term care services under ALTCS, the Arizona Long Term Care System, again through a fully-capitated managed care delivery system. Over the years, AHCCCS has assumed responsibility for additional health care programs within the state including KidsCare, the state's SCHIP program. AHCCCS also manages the Healthcare Group of Arizona (HCGA) which was created by the Legislature to provide health care coverage to small employers.

AHCCCS now performs claims administration for the Arizona Department of Corrections (ADC) and the Tribal Regional Behavioral Health Agencies (TRBHAs) and anticipates expanding its role as the state's claims administrator for other similar programs within the state.

2. HieHR PROJECT OVERVIEW

AHCCCS is developing a health information exchange (HIE) utility to achieve the goal of giving all Medicaid providers instant access to beneficiaries' electronic health records via the internet through a web site connection at the point of service. It is envisioned that the records available through this HIE utility will include patient demographics, eligibility information, patient problem lists, medication history, lab tests orders/results, radiological results and images, inpatient discharge summaries, and clinical notes. This project proposes a sustainable model organized around AHCCCS as one of Arizona's major payers of health care services.

Implementing this integrated utility, referred to as the HieHR utility, will significantly transform the AHCCCS Medicaid program and the patient care process. Providing timely patient health information at

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the point of service will improve the quality, efficiency and effectiveness of Arizona's Medicaid program.

2.1 Real time health information access will result in the following:


- 2.1.1 Reduction of medical errors
- 2.1.2 Reduction of redundant testing and procedures
- 2.1.3 Better coordination of care for chronic diseases
- 2.1.4 Increased preventive interventions
- 2.1.5 Reduction in the inappropriate use of the emergency room
- 2.1.6 Lower administrative costs

When aggregated, these benefits will save significant state and federal taxpayer dollars (in Medicaid, SCHIP, and IHS) as well as beneficiary and provider frustration. The proposed HIEHR utility will also provide the infrastructure to support the goals of the Quality and Cost Transparency Initiatives of President Bush and Secretary Leavitt, Health and Human Services Administration, by making relevant information available to Medicaid beneficiaries and providers in a user friendly format.

2.2 Project Goals

Developing and implementing a web-based EHR/HIE utility and application service provider (ASP) capability within two years will achieve the following outcomes:

- 2.2.1 Reduction in overall annual acute and long term care Medicaid program medical costs of 3% on average;
- 2.2.2 Connection of 35% of AHCCCS providers who will be actively sharing electronic health information through the HIE utility by the end of 2009, 60% by the end of 2010, and over 90% by the end of 2011;
- 2.2.3 Reduction in overall Medicaid health system administrative costs of 2% annually through fewer manual medical record reviews, record copying, denial of claims, claims errors, and avoidance of fraud and abuse through effective beneficiary identification;
- 2.2.4 Improved quality of care oversight and quality transparency through the provision of timely performance information;
- 2.2.5 Improved care coordination for chronic diseases and better coordination between behavioral health and physical health services; and
- 2.2.6 Enhanced opportunities for better self-management of chronic illnesses by beneficiaries and their families through access to their health information and online wellness materials, and provide the foundation for a personal health record for the AHCCCS beneficiaries.

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2.3 Purpose/Scope of Services

AHCCCS applied for and received a two year CMS Medicaid System Transformation grant for \$11.7M in funds to build the HIeHR Utility. The scope is limited to member health care for the Arizona Medicaid Program, AHCCCS.

The HIeHR Utility consists of the following four components:

- 2.3.1 Health Information Exchange (HIE)
- 2.3.2 Web Portal
- 2.3.3 Data Repository
- 2.3.4 Electronic Health Record (EHR)

The HIE, along with a record Viewer, will be implemented in the first Phase, followed by the development of a Data Repository offering a more comprehensive, integrated View of a patient's records in Phase II. An Electronic Health Record will be implemented as the final stage to complete the Utility in Phase III. Current estimates suggest that less than 40% of the 16,000 AHCCCS Health Service Providers currently have their own EHR installed or plan to do so in the near future. Many are solo practitioners or located in rural settings with limited resources. The HIeHR Utility seeks to augment these numbers by offering alternate solutions for sharing data across the State. Participating Data Providers include, but are not limited to hospitals, laboratories, medication history vendors, physician offices, long term care facilities, behavioral health settings and the Secretary of State office.


Data Providers participating in Phase I will be sharing records of the following four types:

- 2.3.5 Medication History
- 2.3.6 Laboratory Results
- 2.3.7 Discharge Summary
- 2.3.8 Advance Directives

The purpose of this solicitation is to identify and procure the vendor with the most robust solution for providing Medication History information to Users of the Health Information Exchange in Phase I. This data will be available to Health Service Providers and their staff throughout the State of Arizona for the clinical management of their Medicaid patients.

Following the model of other data providers participating in the HIeHR Utility, it is desired that the Medication History vendor "publish" notification to the Exchange that a history of medication data exists for each patient. Industry standard formats, such as the CCD, HL7 and NCPDP, will apply to all exchange of data.

The performance of the selected vendor/solution in Phase I will be reviewed and evaluated prior to continuing into Phase II. Vendors responding to this RFP will be asked to describe the

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advantages, if any, of using their product for Medication History information should AHCCCS move forward with ePrescribing in a later phase of this project.

2.4 Current State

The nationally-recognized AHCCCS approach to Medicaid managed care has consistently provided quality care while producing significant cost savings. However, the program experiences the following challenges and needs for system improvement similar to those of other state Medicaid and private sector health care systems.


Most healthcare information today is fragmented and either on paper or held in electronic “silos” with little interoperability. Fragmentation, in turn, contributes to errors, duplication, lack of coordination between providers and many other problems, such as:

- 2.4.1 Costs are increasing significantly faster than state revenues, with AHCCCS experiencing annual average medical cost per member per year (PMPY) increases of 6% to 10%.
- 2.4.2 Critical health care information is not available where and when it is needed.
- 2.4.3 Lack of point of service information leads to duplicate services and increased chances of errors, delays in care, and polypharmacy.
- 2.4.4 Inability to exchange information leads to delays in provider payments.
- 2.4.5 High capital and maintenance costs lead to slow adoption of health information technology (HIT). Only 15% of Arizona’s physicians have electronic health records (EHR) in their practices, and most rural hospitals have only rudimentary hospital information systems.

AHCCCS needs to address these problems for its Medicaid population. Major improvements to health care quality and safety will require the widespread application of information technology (IT) to provide physicians with immediate and effective access to both information about individual patients and current medical knowledge at the point of care.

2.5 The HleHR Utility


The HleHR Utility uses a combination of open source software applications, internally developed software and off the shelf products. The HleHR Utility is designed to meet standards established by the Office of the National Coordinator for Health Information Technology (ONCHIT), the Medicaid Information Technology Architecture (MITA), the Arizona statewide technology standards, AHCCCS standards, as well as industry standards for data exchange (such as HL7, SNOMED, NCPDP, LOINC), and technical standards common to web technologies and internet connectivity. AHCCCS intends the Utility to be able to meet the certification by the Certification Commission for Healthcare Information Technology (CCHIT). The base technology for the Utility will be Microsoft Windows, .NET and C#

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Building the overall Utility has been broken out into separate releases or projects for each of the major parts of the system. As noted above, the first release of the HieHR Utility will provide an electronic health information exchange (HIE), and a simple web-based record viewer.

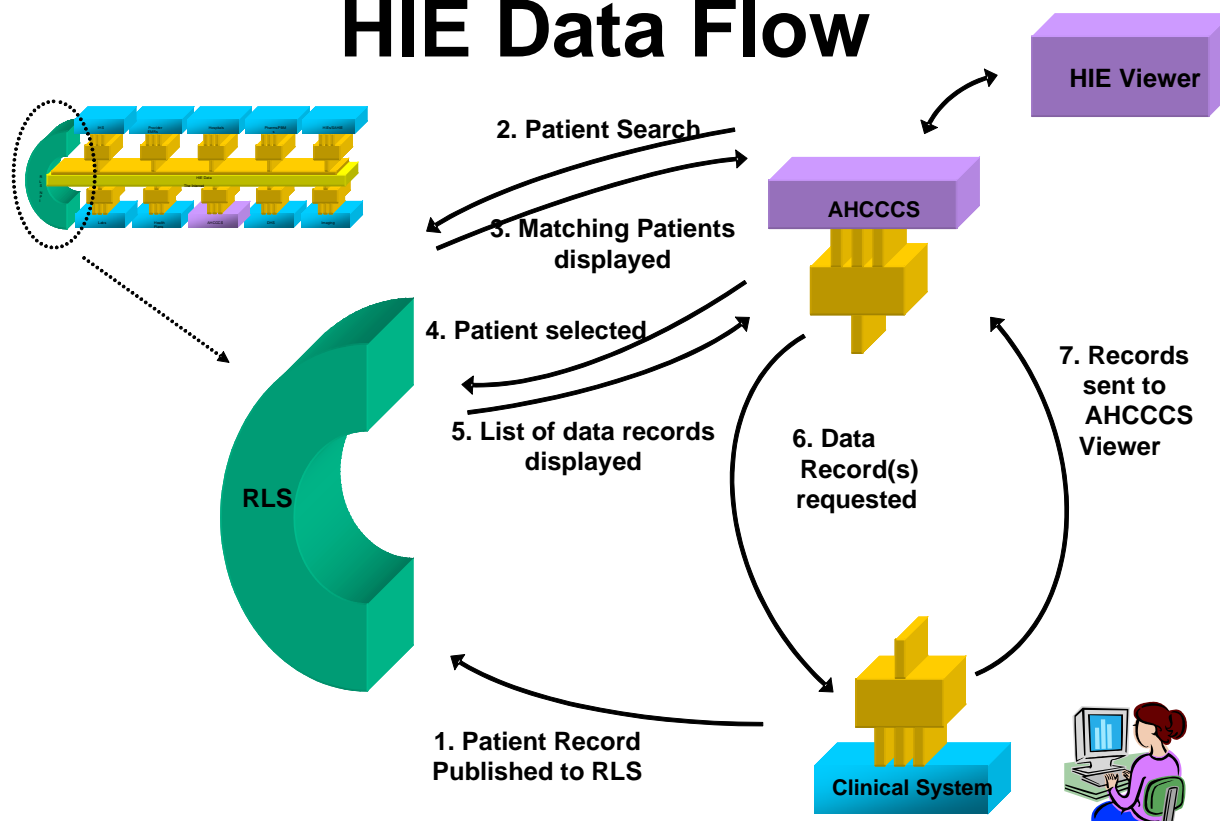
2.6 Health Information Exchange (HIE)

Software developed by Massachusetts Simplifying Healthcare Among Regional Entities (MA-SHARE), which is a regional collaborative initiative operated by the Massachusetts Health Data Consortium, has been selected to provide the health information exchange functionality. MA-SHARE began formal operations in May, 2003. The development of the software began in 2003 and has been on-going. It is open source, and was designed and built following the Markle Foundation Connecting for Health, Common Framework, using a Service-Oriented Architecture (SOA) framework. The MA-SHARE software will be enhanced in certain places to satisfy the requirements for the AHCCCS project.

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2.7 HIE High Level Functional Architecture


HIE Data Flow



1. All Data Providers publish patient index (record location) from local data source to central registry (Record Locator Service or RLS) following service delivery, logging Patient demographics and a Record ID.
 2. At the Point of Care, these records are available. The Provider accesses the Viewer and searches for a Patient using valid criteria.
 3. The Viewer queries the RLS and returns Patients matching entered criteria to the screen for review by the Provider.
 4. The Provider selects the appropriate Patient.
 5. The Viewer then queries the RLS and displays a list of available Records for the selected Patient (In Phase I, this may include Advance Directives, Medication History, Lab Results, and/or Discharge Summaries).
 6. The Provider selects one or more records for Viewing.
 7. The Viewer acquires the address (record location) from the central registry (RLS).
 8. The Record data is retrieved directly from the Data Provider on peer-to-peer basis.
- *Conforms to Web services interoperability pattern: Publish/Find/Bind*

Adapted from: Linking Healthcare Information: Proposed Methods for Improving

As described above, the Medication History vendor, as a component of the HieHR Utility, will integrate with the Exchange and actively publish indices of available records (Step 1 of diagram). The vendor also must provide a mechanism for Health Service Providers to locate and view available Medication History for selected Patients (Steps 2-7). In this manner, the key integration points for the vendors under consideration are: 1) Using web services, publish to the RLS when

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medication history exists for a Patient, and 2) Responding to a web service request for a patient's records by returning all medication history data using industry-standard formats.

AHCCCS recognizes that each Data Provider may require incremental steps in their implementation efforts to achieve the preferred model described above. An alternate design may be accepted as an interim solution to facilitate earlier exchange of data with the HIE. This approach enables the Data Provider's content as promptly as possible while working toward the preferred standards-based solution. This discussion will be part of the negotiations with each vendor considered.

3. GENERAL VENDOR REQUIREMENTS

The general vendor requirements are the basic vendor information required by AHCCCS. In order to evaluate your services in the areas listed above, you are required to **complete a questionnaire, Exhibit B**, which contains the detailed requirements for the following services and contains an area for your responses.


The Contractor is required to provide the following content:

- 3.1 General vendor information
- 3.2 Vendor profile
- 3.3 Product overview
- 3.4 Release management
- 3.5 Customer services and support
- 3.6 Customer Due Diligence

4. BUSINESS/FUNCTIONAL REQUIREMENTS

The business and functional requirements are related only to the Medication History functionality required by AHCCCS. In order to evaluate your services in the areas listed below, you are required to **complete a questionnaire, Exhibit C**, which contains the detailed requirements for this service listed under business/functional requirements and includes an area for your responses. This includes:

- 4.1 Medication History Detail
- 4.2 Scope of Coverage

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5. TECHNICAL AND GENERAL SYSTEM REQUIREMENTS


The technical and general system requirements are also related to your Medication History solution and the integration with the HIE required by AHCCCS. In order to evaluate your services in the areas listed below, you are required **to complete a questionnaire, Exhibit D**, which contains the detailed requirements for the services listed under technical and general system requirements. The areas include:

- 5.1 Patient Privacy/Confidentiality
- 5.2 Audit Capability
- 5.3 Interoperability/Secure Data Exchange
- 5.4 Performance
- 5.5 Additional Technical and General Systems Requirement Detail
 - 5.5.1 Performance Monitoring
 - 5.5.2 Security/HIPAA

6. IMPLEMENTATION REQUIREMENTS

The implementation requirements are related to building interfaces with your Medication History solution to the HIE required by AHCCCS and the associated project planning. In order to evaluate your services in the areas listed below, you are required **to complete a questionnaire, Exhibit E**, which contains questions relating to these services as well as your documentation and training support. The areas include:

- 6.1 Medication History Implementation
- 6.2 Documentation and Training

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1. OVERVIEW


All vendors are required to detail the costs of their proposed system, including line item details for each component and pricing methodology used to compute the estimated cost (Schedules A and B). The following assumptions are provided as a guide to preparing your cost figures only and represent our best efforts at detailing items known today. AHCCCS reserves the right to add to, modify or remove assumption detail prior to the contracting period. This method will allow us to make a side-by-side comparison of vendor product strategies and associated pricing for software and services. We ask that you be thoughtful and thorough in your response as partial completion of this section may be cause for elimination from consideration.

2. ASSUMPTIONS

Use the following assumptions to prepare each cost proposal:

- 2.1 Implementation of the Health Information Exchange is currently underway, with the first wave of 100 Pilot users expected to begin Production use on 6/18/08.
 - 2.1.1 Enabling Medication History information is a Phase I activity and implementation is desired ASAP.
- 2.2 Registration and authentication of the HIE User is managed by AHCCCS.
- 2.3 Searching for and selecting a Patient for whom the Medication History is to be viewed is managed by AHCCCS.
- 2.4 Training of the HIE User is managed by AHCCCS.
- 2.5 Logging a request for and the viewing of a Medication History record by an HIE User is performed by AHCCCS. Logging the detail of the record accessed is the responsibility of the Vendor.


Planning Assumptions		Comments
Volume of Providers	Approximately 16,000 PCP – 6,000 Specialist – 10,000 60% without Electronic Medical Record (EMR) or plans to acquire = 9,600	

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Planning Assumptions		Comments
Pilot Date	6/18/08	Initial Pilot Period is approximately two (2) months.
Target Go-Live Date – first site of rollout	Post-Pilot Period 8/18/08	
➤ Initial focus for the implementation will be Primary Care providers in the ambulatory and Emergency Department settings.		

Additional Planning Assumptions	
Estimated Transaction Volumes: <ul style="list-style-type: none"> ➤ Year 1 Total: 214,320 Transactions (400 Users by Year End) ➤ Year 2 Total: 706,800 Transactions (800 Users by Year End) ➤ Year 3 Total: 1,213,530 Transactions (1200 Users by Year End) ➤ Year 4 Total: 1,716,840 Transactions (1600 User by Year End) ➤ Year 5 Total: 2,223,000 Transactions (2000 Users by Year End) 	Transaction refers to the request for Medication History data from the selected vendor.
Data Conversion: <ul style="list-style-type: none"> ➤ The Record Locator Service (RLS) will be pre-loaded with the Patient metadata and Record IDs for existing Medication History detail 	
AHCCCS will provide a Project Manager to coordinate the AHCCCS portion of the project plan. This resource will coordinate with the Vendor Project Manager to develop and conduct a successful implementation.	
AHCCCS will provide or procure the required technical resources to complete all of the technical tasks for the HIE and Viewer, including establishing and maintaining the RLS and Gateway services, System Administration, and development of web services for the following: 1) accept Publish messages from Data Providers, 2) request Medication History for a selected Patient, and 3) accept the web service response from the Data Provider and display the data through the Viewer.	

Assumptions regarding the technical environment should be based on the information provided in the Background and Overview section of the RFP.

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3. PRICING INSTRUCTIONS

3.1.1 Schedule A – Cost Estimate Detail

All vendors are required to submit detailed cost estimates for the proposed system that will be used to prepare a project budget spanning a five-year period. In Schedule A, please detail all components included within each category with an explanation of the methodology used to compute the estimated cost figures outlined in Schedule B.

3.1.2 Schedule B – Five-Year Cost Estimate Summary

Vendor shall complete the Five-Year Cost Estimate Summary relating each line item to the Detail provided in Schedule A. All detail is to be provided in dollars, not percent change. One-time and recurring costs must be clearly identified. One time only charges should be listed separate from additional costs that will be charged in the first year, detailing each within the columns provided. Ongoing costs for each item should be listed in the appropriate column for subsequent years. Totals for the entire five-year period for each line item and the project as a whole should be detailed.

Costs for items that have not been included in the Assumptions, but are provided for AHCCCS reference at a later date, should be clearly noted as such.

4. PAYMENT TERMS


Vendor shall state cash discounts offered in the space indicated (Line 1.9). Unless discount payment terms are offered, payment terms shall be “Net 30 Days.” Discount payment terms of less than 15 days will not be considered in making an award. Payment due dates, including discount period, will be computed from the date of AHCCCS acceptance of the required goods and/or services or of a correct and complete invoice, whichever is later, to the date AHCCCS’ check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

5. INVOICES

The Contractor shall provide duplicate copies of each invoice. The invoice shall be produced at the end of each billing cycle. AHCCCS and the Contractor shall agree on the definition of a billing cycle. A monthly billing cycle is preferred.

Each invoice shall provide the following information, as applicable:

- AHCCCS’s contract number
- description of services performed
- name of AHCCCS contact person for this agreement


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- date(s) and time(s) services were performed

Each invoice shall have adequate supporting documentation attached to allow proper expense reimbursement.

Invoices shall reference AHCCCS's Contract Number and be submitted to:

AHCCCS
Accounts Payable, MD 5400
701 E. Jefferson Street
Phoenix, AZ 85034


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SCHEDULE A: SYSTEM COST ESTIMATE DETAILS


System Cost Estimate Details – pricing methodology and line items listing

The following grid references the table in Schedule B and requires detailed explanation of the numbers provided by your organization. Pricing should be based on the assumptions noted earlier.


ITEM	Vendor Response
1.1 License Fee (Core System)	
a. List all of the software modules that are proposed as the core system for AHCCCS' installation.	
b. Provide the method your firm will use to compute pricing for licensing agreements for the product defined in section a. above. (i.e. Fixed price, PMPM, concurrent users, etc.). List the pricing structure.	
c. Provide information on how pricing will be affected with increases and/or decreases in the number of providers, members, seats, transactions, etc. or a combination thereof, including volume usage discounts (i.e. price breaks). List the pricing structure.	
d. Describe the term of the license (i.e. perpetual, annual). If annual, how many years do you guarantee your pricing and what discount structure applies? List the discount structure.	
1.2 License Fee (Optional Modules)	
a. List all available optional software modules outside of the core system.	
b. Provide the method your firm will use to compute pricing for licensing agreements for the optional software modules (i.e. Fixed price, PMPM, concurrent users, etc.). List the pricing structure.	
c. Provide information on how pricing will be affected in the event of an increase/decrease in the number of providers, members, seats, transactions, etc. or a combination thereof, including volume usage discounts (i.e. price breaks). List the pricing structure.	
d. Describe the term of the license (i.e. perpetual,	

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annual). If annual, how many years do you guarantee your pricing and what discount structure applies?) List the discount structure.	
1.3 Third Party Software Modules	
a. List any third party optional software modules currently available or which are anticipated to be available and fully functional no later than June 2008. Please include all recommended data/content providers and estimated pricing. (code sets, medication/DUR, patient education, etc.)	
b. Provide the method your firm will use to compute pricing for third party optional software licensing agreements for the third party software modules. List the pricing structure.	
c. Provide information on how pricing will be affected in the event of an increase/decrease in the number of providers, members, seats, transactions, etc. or a combination thereof, including volume usage discounts (i.e. price breaks). List the pricing structure.	
d. Describe the term of the license (i.e. perpetual, annual). If annual, how many years do you guarantee your pricing and what discount structure applies?) List the discount structure.	
1.4 Interface Costs	
Describe all costs associated with interfaces and exchange of data. This includes initial load and update of system tables (RLS Member Data).	
1.5 Implementation Costs	
Based on your experience, list all costs for implementation. Include project management hours and rates for implementation to full business process.	
1.6 Support and Maintenance Costs	
What are your annual costs for support and maintenance? What is included in the maintenance cost?	
1.7 Software Modification Costs	
a. List any additional software modification costs to implement the core product, optional software modules, and third party software modules.	


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b. List the costs for ongoing modifications to the core product, optional software modules and third party software.	
c. Is there a provision or bank of hours for modifications available at no cost to AHCCCS? If so, describe.	
1.8 Other Anticipated Costs	
Please provide any other costs anticipated by your company (i.e. travel, network charges, etc.). Please provide a description of these costs and how pricing was derived.	
Please itemize any additional hourly rates for services not included above (i.e. data conversion).	
1.9 Discounts Provided	
Please detail discounts you anticipate making available to AHCCCS and the terms associated with each. Discount payment terms of less than 15 days will not be considered in making an award.	


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SCHEDULE B - 5 YEAR COST SUMMARY GRID

	One Time	Year 1 Recurring	Year 2	Year 3	Year 4	Year 5	Total
1.1 License Fee (Core System)							0
1.2 License Fee (Optional Modules)							0
1.3 Third Party Software Modules							0
1.4 Interface Costs							0
1.5 Implementation Costs							0
1.6 Support and Maintenance Costs							0
1.7 Software Modification Costs							0
1.8 Other Anticipated Expenses (List)							0
1.9 Less Discounts							0
Totals	0	0	0	0	0	0	0

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1. **Definition of Terms:** As used in within this solicitation document, and any resultant contract, the terms listed below are defined as follows:
 - 1.1 “*AHCCCS*” means the Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
 - 1.2 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - 1.3 “*Contract*” means the combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - 1.4 “*Contract Amendment*” means a written document signed by the Contracting Officer that is issued for the purpose of making changes in the contract.
 - 1.5 “*Contracting Officer*” means the person duly authorized by AHCCCS to enter into and administer Contracts and make written determinations with respect to the Contract, or his or her designee.
 - 1.6 “*Contractor*” means a person who has a contract with AHCCCS.
 - 1.7 “*Days*” means calendar days unless otherwise specified.
 - 1.8 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.9 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “*Health Plan*” means an organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
 - 1.11 “*May*” indicates something that is not mandatory but permissible.
 - 1.12 “*Offer*” means bid, proposal or quotation.
 - 1.13 “*Offeror*” means a vendor who responds to a Solicitation.

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- 1.14 *"Program Contractor"* means an organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.
- 1.15 *"Shall, Must"* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.16 *"Should"* indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- 1.17 *"Scope of Work"* means those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 1.18 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.19 *"Solicitation Amendment"* means a written document that is authorized by the Contracting Officer and issued for the purpose of making changes to the Solicitation.
- 1.20 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.21 *"State"* means the State of Arizona.

2. Inquiries:


- 2.1 **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.

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- 2.3 **Submission of Inquiries:** The Solicitation Contact Person may require that an inquiry, to include exceptions, be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- 2.4 **Timeliness:** Any inquiry, to include exceptions, shall be submitted no later than 5:00 P.M. M.S.T. on March 28, 2008. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 **No Right to Rely on Verbal Responses:** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- 2.6 **Solicitation Amendments:** The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 **Pre-Offer Conference:** If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 **Persons With Disabilities:** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation:

- 3.1 **Forms: No Facsimile or Telegraphic Offers:** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- 3.2 **Typed Offer; Corrections:** The Offer shall be typed. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 **Evidence of Intent to be Bound:** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the

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Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions:

3.4.1 If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist **no later than 5:00 P.M. M.S.T. on March 28, 2008.** This will allow the Contract Specialist to review all exceptions and, if applicable, afford any approved exceptions to all other potential offerors.

3.4.2 If an offeror includes, in their proposal, exceptions, not covered by paragraph 3.4.1, above, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect AHCCCS' proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

3.4.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by AHCCCS as a part of any resulting Contract.

3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.


3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.

3.8 Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.

3.9 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.


3.10 Identification of Taxes in Offer: The State of Arizona is subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate tax as a separate item in the offer, the State will conclude that the price(s) offered includes all applicable taxes.

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- 3.11 **IRS W9 Form:** In order to receive payment under any resultant contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
- 3.12 **Disclosure:** If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 **Solicitation Order of Precedence:** In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
- 3.13.2 Uniform Terms and Conditions;
- 3.13.3 Statement or Scope of Work;
- 3.13.4 Specifications;
- 3.13.5 Attachments;
- 3.13.6 Exhibits;
- 3.13.7 Special Instructions to Offerors; and
- 3.13.8 Uniform Instructions to Offerors.
- 3.14 **Delivery:** Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.

4. Submission of Offer:

- 4.1 **Sealed Envelope or Package:** Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an


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Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

- 4.2 Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.3 Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by AHCCCS. Offers shall be open to public inspection after Contract award, except for such portions of an Offer deemed to be confidential by AHCCCS.
- 4.4 Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 4.4.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.4.2 It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation:

- 5.1 Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- 5.3 Late Offers: An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 5.5 Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Final Proposal Revision due date.

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5.6 Payment: Payment shall comply with the requirement of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt of goods or services, the contractor shall submit a complete and accurate invoice for payment from AHCCCS within thirty (30) days.

5.7 Waiver and Rejection Rights: Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:

5.7.1 Waive any minor informality;

5.7.2 Reject any and all Offers or portions thereof; or

5.7.3 Cancel a Solicitation.

6. **Award:**

6.1 Number or Types of Awards: Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Contracting Officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected.


6.2 Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Contracting Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date: The effective date of this Contract shall be the date that the Contracting Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. **Confidential Information:**

7.1 If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.

7.2 The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. The Contracting Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.

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7.3 If so approved, such confidential information shall be removed from the public record and kept sealed in a separate envelope marked "Confidential." Such information will not be made available to the public.

7.4 An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential.

8. **Contract Applicability:** Any contract resulting from this solicitation shall be for the exclusive use of AHCCCS.

9. **Electronic Documents:** AHCCCS may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by AHCCCS shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence.

10. **Proposal Opening:** Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation.


11. **Protests:** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and the Arizona Administrative Code Title 2, Chapter 7, Article 9, Rules R2-7-A901 through R2-7-A911. It shall be in writing and be filed with the AHCCCS Contracting Officer and with the State Procurement Administrator. A protest of a solicitation shall be received by the AHCCCS Contracting Officer before the offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

11.1 The name, address and telephone number of the protester;

11.2 The signature of the protester or its representative;

11.3 Identification of the purchasing agency and the solicitation or contract number;

11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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1. **Offeror's Contacts:** All questions concerning this Request for Proposal, including technical specifications, proposal process, etc. shall be directed to the Solicitation Contact Person, identified on the first page of this solicitation document. All questions shall be in writing and submitted either via e-mail (preferred) or telefax. **Questions should be submitted using this RFP's Question and Response form that is available on the AHCCCS website at <http://azahcccs.gov/Contracting/RFP.asp>.** Contact information is found on the front page of this RFP. Offerors may not contact other AHCCCS employees concerning this solicitation.

2. **Evaluation Criteria:** Evaluation criteria are listed in the relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible offeror whose proposal is determined to be the most advantageous to AHCCCS, based on the following criteria:
 - 2.1 System Technology and Functional Capabilities
 - 2.2 Offeror and System Stability
 - 2.3 Experience and Expertise of Key Personnel
 - 2.4 Cost
 - 2.5 Completeness of RFP Response

3. **Proposal Information:** Offeror is to submit their proposal with one (1) original and four (4) copies (for a total of five (5) sets) in the format as contained in this RFP. **The original copy of the proposal should be clearly labeled "ORIGINAL."** Offeror shall also submit five (5) CDs of their entire proposal. Pages of the offeror's proposal should be numbered sequentially. This means that if your proposal has 100 pages, the first page should be numbered "1" and the last page should be numbered "100." Additional materials, such as product literature and brochures, need not be included in the page numbering scheme. Each original proposal and copy should be placed in one (or more, if needed) 3-ring binders.

AHCCCS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

- 3.1 **System Technology and Functionality:**
 - 3.1.1 Provides robust support for accessing Medication History data via the Health Information Exchange using standards-based technologies: See Exhibit D.
 - 3.1.2 Completeness of Medication History data available for current and historical AHCCCS patients: See Exhibit B, Q29-30 and Exhibit C.
 - 3.1.2.1 Minimum of 12 months of contiguous historical data available

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- 3.1.3 Timeliness of updates to Medication History data: See Exhibit B, Q28.
- 3.1.4 Minimizes AHCCCS development effort in the integration between vendor solution and HIE: See Exhibit C and Exhibit D, Section T.3.
- 3.1.5 Provides secure data exchange, recognizing applicable laws and regulations regarding Personally Identifying Information (PII), Personal Health Information (PHI), HIPAA and security policies regarding the protection of State of Arizona information assets: See Exhibit D.
- 3.1.6 Manages a variety of patient consent models, including notification only, opt-in, opt-out, and secured medications based on diagnosis/condition: See Exhibit D, Section T.1.
- 3.1.7 Ability to deliver according to AHCCCS timeline, achieving tested, production integration by target Production Live date of 6/18/08, See Exhibit E.

3.2 **Offeror and System Stability:**


- 3.2.1 Financial viability of Offeror: See Exhibit B.
- 3.2.2 Offeror commitment to and likelihood of ongoing improvements to system: See Exhibit B, Q23-32.
- 3.2.3 Proven customer base for system: See Exhibit B, Q23-32, Q50-51.
- 3.2.4 Highly skilled resources available to implement system within specified timeframe: See Exhibit E.
- 3.2.5 Highly skilled resources available to service and support application. See Exhibit B, Q23-30.
- 3.2.6 Stability of system platform: See Exhibit D.

3.3 **Experience and Expertise of Key Personnel:**

- 3.3.1 Project team, with clearly delineated areas of responsibility and expected time dedicated to AHCCCS project: See Exhibit E, Q70-75.
- 3.3.2 Demonstrated depth of product and industry knowledge: See Exhibit B, Q23-30, Q34.
- 3.3.3 Technical expertise and qualifications: See Exhibit D.
- 3.3.4 Demonstrated ability to deliver the Scope of Work: See Exhibit B, Q34, Q50-51 and Exhibit E.
 - 3.3.4.1 Experience with HIE implementations the size/complexity of the AHCCCS project
- 3.3.5 Well-documented customer support model using highly skilled resources: See Exhibit B, Q38-49, Q52.

3.4 **Cost:**

- 3.4.1 Based on the pricing as indicated on the Schedules (A&B) submitted with offeror's proposal

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3.4.1.1 In order to determine the maximum liability to the State of Arizona, any increases proposed for extension option periods shall be also included in the cost evaluation.

3.4.2 Reasonableness and competitiveness of quoted prices with other proposals received

3.4.3 Adequacy of the data in support of figures quoted

3.4.4 Appropriate basis on which prices are quoted

3.5 **Completeness of RFP Response:**


3.5.1 Completeness of response in accordance with RFP instructions

3.5.2 Professional appearance and organization of response

3.5.3 Exceptions to or deviations from the RFP requirements that AHCCCS cannot or will not accommodate

3.5.4 Other relevant factors not considered elsewhere

4. **Additional Information:** The offeror may submit any other pertinent information which would substantiate the offeror has the experience, expertise and capability to provide the required services.
5. **Intent to Provide Certificate of Insurance:** The offeror should provide a statement that, if notified of contract award, will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification. See Exhibit A, for an example of a certificate of insurance.
6. **Offeror's Checklist:** The offeror should complete Exhibit F, "Offeror's Checklist."
7. **Offeror's Responsibility:** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.
8. **Clarifications:** Clarifications may be requested from offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the offeror is susceptible for award.
9. **Discussions:** In accordance with A.R.S. §41-2534, after the initial receipt of proposals, discussions are currently planned to be conducted with offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. The discussions may include scenario demonstrations (oral presentations) based on AHCCCS workflow. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.

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10. Final Proposal Revisions: If discussions are conducted, they shall be conducted with all offerors determined to be in the competitive range or reasonably susceptible for award. Written final proposal revisions will be requested from any offeror with whom discussions have been conducted, unless the offeror has been determined not susceptible for award or nonresponsible.

11. Additional Information for Submittal of Proposal:

11.1 It is the responsibility of each offeror to insure their proposal is delivered to AHCCCS by the due date and time. Allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCS shall not accept late proposals past the due date and time.

11.2 AHCCCS is not responsible for supplying boxes, envelopes, tape, etc. to offerors at time of proposal delivery.

11.3 When submitting your proposal to AHCCCS, insure your company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.

12. Value in Procurement:


Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.

13. Offshore Performance of Work Prohibited:


Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

14. Federal Immigration and Nationality Act:


The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to

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inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.


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1. **Advertising and Promotion of Contract:** The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.
2. **Amendments:** This Contract is issued under the authority of the Contracting Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. **Arizona Law:** The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.
4. **Arizona Procurement Code:** The Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code Title 2, Chapter 7, is a part of this Contract as if fully set forth in it.
5. **Assignment and Delegation:** The Contractor shall not assign any right nor delegate any duty under this contract without prior written approval of the Contracting Officer, who will not unreasonably withhold such approval.
6. **Audits and Inspections:**
 - 6.1 The Contractor shall comply with all provisions specified in A.R.S. 35-214 and 35-215 and AHCCCS policies and procedures relating to the audit of Contractor's records and the inspection of Contractor's facilities. Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to Contractor's staff, subcontractors, members, and records.
 - 6.2 At any time during the term of this contract, and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by AHCCCS and, where applicable, the federal government, to the extent that the books and records relate to the performance of the contract or subcontracts.
 - 6.3 AHCCCS and the federal government may evaluate through on-site inspection or other means, the quality, appropriateness and timeliness of services performed under this contract.
7. **Availability of Funds for the Next Fiscal Year:** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are


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made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, AHCCCS may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of AHCCCS is or becomes at any time, while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. 38-511.
9. **Compliance with Applicable Laws:** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
10. **Contract Claims:** All contract claims or controversies under this contract shall be resolved according to A.A.C. Title 9, Chapter 34 and rules adopted thereunder.
11. **Contract Order of Precedence:** In the event in the provisions of the contract, as accepted by AHCCCS and as they be amended, the following shall prevail in the order set forth below:
 - 11.1 Special Terms and Conditions;
 - 11.2 Uniform Terms and Conditions;
 - 11.3 Statement or Scope of Work;
 - 11.4 Specifications;
 - 11.5 Attachments;
 - 11.6 Exhibits;
 - 11.7 Documents, referenced or included in the solicitation; and
 - 11.8 Terms and conditions of the accepted offer.
12. **Contractor's Representations and Warranties:** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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13. **Delivery:** Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.
14. **Exclusions:** Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
15. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
16. **Force Majeure:**
- 16.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 16.2 Force Majeure shall not include the following occurrences:
- 16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 16.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 16.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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16.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

17. **Gratuities:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this contract if it determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of AHCCCS for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Contracting Officer, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
18. **Implied Contract Terms:** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
19. **Indemnification -- Patent and Copyright:** The Contractor shall defend, indemnify and hold harmless AHCCCS against any liability including costs and expenses for infringement of any patent, trademark or copyright arising out of contract performance or use by AHCCCS of materials furnished or work performed under this contract. The Contracting Officer shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.


20. **Indemnification**

20.1 Contractor/Vendor Indemnification (Not Public Agency)


The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

20.2 Public Agency Language Only

Each party ("as indemnitor") agrees to indemnify, defend, and hold harmless the other party (as indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.


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21. **Inspection/Testing:** The contractor agrees to permit access to its facilities, subcontractor facilities and the contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this contract. AHCCCS shall also have the right to test at its own cost the materials to be supplied under this contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If AHCCCS determines non-compliance of the materials, the contractor shall be responsible for the payment of all costs incurred by AHCCCS for testing and inspection.
22. **IRS W9 Form:** In order to receive payment under any resulting contract, the contractor shall have a current IRS W9 Form on file with the State of Arizona.
23. **Liens:** The Contractor warrants that the materials supplied under this contract are free of liens.
24. **No Parole Evidence:** This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.
25. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
26. **Nonconforming Tender:** Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, AHCCCS may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
27. **Non-Discrimination:** The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
28. **Non-exclusive Remedies:** The rights and the remedies of AHCCCS under this contract are not exclusive.
29. **Notices:** Notices to the Contractor required by this Contract shall be made by the Contracting Officer to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to AHCCCS required by the Contract shall be made by the Contractor to the Contracting Officer. An authorized Contracting Officer and an authorized


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Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.

30. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
31. **Payments:** The Contractor shall be paid as specified in the Contract. Payment must comply with requirements of A.R.S. Title 35.
32. **Payment of Taxes by AHCCCS:** AHCCCS shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
33. **Purchase Orders:** The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contracting Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
34. **Property of AHCCCS:** Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of AHCCCS. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Contracting Officer.
35. **Records:** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records at no cost to the State.
36. **Relationship of Parties:** The Contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
37. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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38. **Right of Offset:** AHCCCS shall be entitled to offset against any amounts due the Contractor any expenses or costs incurred by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the contract, including expenses, costs and damages described in the proceeding paragraphs.
39. **Right to Assurance:** If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or continue performing this contract, the Contracting Officer may demand in writing that the Contractor give a written assurance of intent to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Contracting Officer's option, be the basis for terminating the contract.
40. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.
41. **State and Local Transaction Privilege Taxes:** AHCCCS is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
42. **Stop Work Order:**
- 42.1 AHCCCS may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 42.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
43. **Subcontracts:** The contractor may, with the consent of the Contracting Officer, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the Contracting Officer to the effective date of any subcontract.
- 43.1 No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

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43.2 The contractor shall give the Contracting Officer immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with AHCCCS.


44. Suspension or Debarment: The Contracting Officer may, by written notice to the Contractor, immediately terminate this Contract if the Contracting Officer or the State determine that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

45. Tax Indemnification: The contractor and all subcontractors shall pay all federal, State and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.


46. Termination for Convenience: The Contracting Officer reserves the right to terminate the contract in whole or in part at any time when in the best interests of AHCCCS without penalty or recourse. The Contracting Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least ninety (90) days before the effective date of the termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R 2-7-701 shall apply.

47. Termination for Default:


47.1 The Contracting Officer reserves the right to terminate this contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or failure to take corrective action as required by the Contracting Officer to comply with the terms of the contract. If the Contractor is providing services under more than one contract with AHCCCS, the Contracting Officer may deem unsatisfactory performance under one contract to be cause to require the Contractor to provide assurance of performance under any and all other contracts. In such situations, the Contracting Officer reserves the right to seek remedies under both actual and anticipatory breaches of contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the termination and the reason(s) for it to the Contractor by certified mail, return receipt requested.

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- 47.2 In the event the Contractor requests a hearing prior to termination, AHCCCS is required by the Balanced Budget Act of 1997 to oversee the operation of the Contractor entity through appointment of temporary management prior to the hearing.
- 47.3 Upon termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer on demand.
- 47.4 The Contracting Officer may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable for any excess costs incurred by AHCCCS in procuring the materials or services in substitution for those due from the Contractor.
48. **Third Party Antitrust Violations:** The Contractor assigns to AHCCCS any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.
49. **Arbitration:** The Parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Contracting Officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Contracting Officer.
2. **Authority to Contract:** This contract is issued under the authority of the Contracting Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
3. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
4. **Continuation of Performance Through Termination:** The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
5. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
6. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 6.1 The contractor provides material that does not meet the specifications of the contract;
 - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

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- 6.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- 6.5 The Contracting Officer may resort to any single or combination of the following remedies:
- 6.5.1 Cancel any contract;
 - 6.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;
 - 6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
 - 6.5.4 In case of default, the Contracting Officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by:
 - 6.5.4.1 Deduction from an unpaid balance;
 - 6.5.4.2 Collection against the bid and/or performance bond; or
 - 6.5.4.3 Any combinations of the above or any other remedies as provided by law.

7. Contract Cancellation (Minimum 10 Day): The Contracting Officer reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue written notice to the contractor for acting or failing to act as in any of the following:


- 7.1 The contractor provides material that does not meet the specifications of the contract;
- 7.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
- 7.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
- 7.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract;
- 7.5 Upon receipt of the written notice of concern, the contractor shall have a minimum of ten (10) days (Contracting Officer may determine a longer period) to provide a satisfactory response to

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the Contracting Officer. Failure on the part of the contractor to adequately address all issues of concern may result in the Contracting Officer resorting to any single or combinations of the following remedies.

- 7.5.1 Cancel any contract;
- 7.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
- 7.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
- 7.5.4 In case of default, the Contracting Officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by;
 - 7.5.4.1 Deduction from an unpaid balance;
 - 7.5.4.2 Collection against the bid and/or performance bond; or
 - 7.5.4.3 Any combination of the above or any other remedies as provided by law.

- 8. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.
- 9. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional work related to this contract and Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees.
- 10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, shall be used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. The contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.
- 11. **Covenant Against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a

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commission, percentage, brokerage or contingent fee. For violation of this warranty, the Contracting Officer shall have the right to annul this contract without liability.

12. Contract:

12.1 The contract between AHCCCS and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, AHCCCS reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.


12.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.

13. Disclosure of Confidential Information: The Contractor shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.

14. Effective Date: The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document.

15. Employees of the Contractor: All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.

16. Federal Immigration and Nationality Act: The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.

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17. Fraud and Abuse:


- 17.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Contracting Officer.
- 17.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.
- 17.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.

18. Incorporation by Reference: This solicitation and all attachments and amendments, the Contractor's proposal, final proposal revision accepted by the Contracting Officer, and any approved subcontracts are hereby incorporated by reference into the contract.

19. Independent Contractor: The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.

20. Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In

consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 21. Insurance Requirements:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- 21.1 Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.


21.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

21.1.1.1 The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***

21.1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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21.1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”

21.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

21.1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.


21.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

21.1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

21.1.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

21.1.4.2 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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21.2 **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

21.2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees, wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

21.2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

21.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.


21.3 **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034**, and shall be sent by certified mail, return receipt requested.

21.4 **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.


21.5 **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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- 21.6 **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 21.7 **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 21.8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
22. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of AHCCCS' authorized representative and a copy to the Contracting Officer of record.
23. **Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
24. **Lobbying:** No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.
25. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
26. **Non-exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.

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27. Other Contracts: AHCCCS may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.


28. Ownership of Information and Data:

28.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.

28.2 Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Contracting Officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Contracting Officer within thirty (30) days following termination of the contract or such longer period as approved by the Contracting Officer. For purposes of this subsection, the term "data" shall not include member medical records.

28.3 Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this contract, the federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal government purposes. Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

29. Responsibility for Payments Indemnification: The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

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30. Term of Contract and Option to Renew:

- 30.1 The initial term of this contract shall be for one (1) initial year with four (4) one-year options to extend, not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.
- 30.2 When the Contracting Officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Contracting Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Contracting Officer will initiate contract termination proceedings.
- 30.3 If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. If the Contractor provides the Contracting Officer written notice of its intent not to renew this contract at least 180 days before its expiration, this liability for transition costs may be waived by the Contracting Officer.


31. Termination - Availability of Funds: Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of AHCCCS for any payment may arise under this contract until funds are made available for performance of this contract. AHCCCS shall make reasonable efforts to secure such funds.

32. Type of Contract: Firm Fixed-Price.


33. Warranty of Services: The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Contracting Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

34. Additional Guidelines for Exceptions to Terms and Conditions:

In keeping with the Uniform Instructions to Offeror paragraph 3.4, Exceptions to Terms and Conditions: If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist no later than 5:00 P.M. M.S.T. on March 28, 2008.

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1. The offeror must understand that exceptions to the Uniform Terms and Conditions and exceptions to the Special Terms and Conditions are very rarely granted.
2. The exception is **approved only if the offeror receives the approval in writing**. If the exception is acceptable, AHCCCS will give written approval and will often do a written amendment to the solicitation. Any exceptions not addressed or not responded to by the Contract Specialist are denied.

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Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		


State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative

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1. General Instructions, Exhibits B - E


This section includes general instructions for responding to questions contained in Exhibits B, C, D and E of the RFP.

- 1.1 AHCCCS will consider a range of proposals, including those from vendors with only Medication History functionality and those with other capabilities including e-Prescribing. While Medication History is the focus of this RFP, the ability to more easily move to a full e-Prescribing solution will be considered. To properly respond, vendors must complete all sections of the document in the format provided. Do not skip over sections you believe do not apply to you, per the instructions detailed below.
- 1.2 Please include all questions along with your response. You may submit information such as product literature, brochures, or documentation if this will complement your response to the RFP, however, please do not respond to a question by referencing this document.
- 1.3 Please answer each question clearly and completely. Any unclear or incomplete answers will be disregarded. A zero (0) score will be applied to these items.
- 1.4 Any requirement that can only be satisfied by ad hoc reporting must include the following notation in the comments column for the appropriate question: “via ad hoc reporting.”
- 1.5 Available on the AHCCCS website (<http://azahcccs.gov/Contracting/RFP.asp>) is an electronic version in word format to be used in your response.
- 1.6 All materials submitted by the vendor become the property of AHCCCS and may be evaluated by any employee or agent of AHCCCS. AHCCCS reserves the right to proceed or not to proceed with plans to acquire information systems. Follow the instructions in the “Uniform Instructions to Offerors” section, paragraph 7, regarding the designation of “Confidential Information.” Pricing information will not be held as confidential or proprietary.

2. Requirements/Information Grids For Business Requirements and Technical Questionnaires (Exhibits C & D)

In order to meet its current and future business needs, AHCCCS will select a system that provides the functional and technical capabilities delineated in these sections. Two types of questions are included: questions that require a simple coded response (with comments, if applicable) and questions that require a narrative response.


The RFP has been designed to require a single letter response (A, B, C, D, E, or F) in the Vendor Response column for every numbered or lettered row within the Functional and Technical Requirements sections. These responses apply to the Medication History application/module only. As noted above, there are some exceptions where a row has been shaded if no response is required. If not otherwise indicated, any row, and therefore any question, without a response will be calculated as a zero (0) score. Any row with multiple responses, such as A, B or A&B will be calculated as a zero (0) score. An O is

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only to be used if the requirement is currently available in a Product or Module other than Medication History.

2.1 How to Respond to Questions with Vendor Response Column

- A** Place an **A** in this column if the required functionality is **Currently Available** in the software release/version upon which you are basing this RFP response.
- B** Place a **B** in this column if the required functionality is **Available** but **Requires User/Client Configuration**. This column should be used only in a situation where a built-in capability exists to easily configure the functionality without a development effort. Examples might include the ability to define a unique provider pricing formula, or the ability to customize the display fields that appear on an inquiry screen.
- C** Place a **C** in this column if the required functionality is **In Development** and will be available to all clients as a part of a standard software release within six months of your receipt this RFP (04/08). In this situation, please provide the month and year (MM/YY) this release will be available in the Comments Column. If the release date is scheduled later than six months, please place an **F** and see the instructions for that letter.
- D** Place a **D** in this column if the required functionality is **Currently Available** through third party software and you will provide and maintain an existing interface to the other vendor's software.
- E** Place an **E** in this column if the required functionality would only be available via a **Vendor Modification** and **AHCCCS** would be expected to fully or partially fund the cost.
- F** Place an **F** in this column if the required functionality is **Not Available** or not feasible to develop into the core product. Also, place an **F** if the required functionality is in development but will not be in general release for at least six months. In this situation, please provide the **MM/YY** and release number when this release will be available.
- O** Place an **O** in this column if the required functionality is **Available in another Module/Product** within your product suite. This response only applies if the functionality is currently in Production. In this situation, please provide the Module/Product name that supports the specified requirement in the Comments Column.

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2.1.1 Comments Column


If a narrative response would be helpful in responding to a question within the grid, enter the response or clarification in the **Comments** cell for that particular requirement. For example, the requirement can only be satisfied by using the ad hoc report writer, please put “via ad hoc report writer” in the **Comments column**.

The **Comments column** can also be used to reference any relevant attachments. Identify attachments by the requirement number and letter (if applicable) and, when possible, provide the attachments in electronic form as well as hard copy.

2.2 Questions That Can Only Be Satisfied With A Narrative Response (Exhibits B, D and E)

Please answer each question as completely and succinctly as possible. Be sure that the responses provide sufficient detail to objectively evaluate the response while not providing irrelevant information. Please insert your narrative responses directly opposite the question.

Identify attachments by the requirement number and letter (if applicable) and provide the attachments in electronic form (CD) as well as hard copy.

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INSTRUCTIONS

This section of the RFP presents questions related to the basic vendor information required by AHCCCS. Please answer each question completely, concisely and accurately. Failure to provide appropriate data may eliminate the evaluation of this proposal.

GENERAL VENDOR INFORMATION

1. Please provide your company name and the address of your corporate headquarters.
2. Provide the name, title, address, telephone, FAX number and email address of the contact person responsible for this RFP response.


2.1 Name:	
2.2 Title:	
2.3 Address:	
2.4 Telephone:	
2.5 FAX:	
2.6 Email:	

3. Provide the name, title and telephone number of the person(s) authorized to negotiate and sign contracts.

Name	Title	Telephone

VENDOR PROFILE

4. In what year was your company founded?	
5. Please provide us with the legal form of your business, the state in which you are incorporated (if a corporation) and an organization chart with a description of your business.	
6. Describe the current ownership of your company and any ownership changes that have occurred in the last 3 years, or are in progress at this time. Please provide dates of all changes.	
6.1. Is your company privately held or publicly traded?	


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6.2. If publicly traded, on what exchange? Please designate your stock symbol.	
7. Please provide details of all changes in key senior management in your company during the last three years. Provide a list of your current senior management staff, including brief biographical summaries.	
8. Please provide the total number of employees, number and location of primary offices/sites, and number of employees at each office. Which office will be primarily tasked with the service and support of AHCCCS?	
9. Is any development of the Medication History capability outsourced? Off-shored?	

10. How many total staff does your company employ who are directly associated with the proposed Medication History software only? Please provide a breakdown of this staff as follows. (Note: please identify an employee only once, listing them in the area where they primarily spend their time):

Area/Department	Number
10.1. All Employees	
10.2. System Analysis and Programming (development)	
10.3. Quality Assurance (test)	
10.4. Marketing	
10.5. Implementation	
10.6. Customer Support	

11. Please provide the annual turnover rate you have experienced within the last two years for each of the following categories:	
11.1. Entire Organization	
11.2. System development staff (include analysts)	
11.3. QA	
11.4. Client implementation	
11.5. Customer Support staff	
11.6. Training (include Implementation, Technical and End-User trainers)	
12. What is your current strategy for managing employee turnover?	


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13. Please identify any technical/clinical certifications held and maintained by your staff and the # of employees holding each.	
14. Staff Development: 14.1. What is your current approach for staff development?	
14.2. How do you ensure the staff continually increases their knowledge base of technology and industry trends?	

15. Will any subcontractors be used to fulfill the requirements of this project? If so, please identify subcontractors by company name, address, contact person, telephone number and project function and describe your experience working with each subcontractor in the table below. (Repeat this form as many times as needed.)

15.1 Subcontractor:	
15.2 Address:	
15.3 Contact:	
15.4 Telephone:	
15.5 Project Function:	
15.6 Experience w/ Subcontractor:	

16. Please provide copies of your audited financial statements for the last three fiscal years. If the services you are proposing come from a division of your firm, specific division information is also requested.	
16.1. Are management letters or internal controls issued by the auditing firm? Does your firm have any uncorrected audit exceptions?	
16.2. Is your company involved in any past, current, or pending litigation, judgments, tax deficiencies or claims associated with the product/services we are requesting or that could cause insolvency? If so, please explain and include dollar amounts.	
16.3. Identify any conditions (e.g., pending or past bankruptcy, pending litigation, planned office closures, impending merger) that may impede your ability to complete the project.	

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16.4. Please provide a copy of an independent report showing the condition of your company (e.g. Dun & Bradstreet).	
17. If you are one division of a larger company, explain the primary business (by revenue source) of your parent company.	
18. What percent of total company revenue does the proposed Medication History software represent?	
19. Please identify your professional liability insurer and approximate limits of coverage.	
20. Please explain in detail any business relationship your company has or previously had with AHCCCS.	
21. Please identify and describe any relevant relationships with other Suppliers in the healthcare market.	
22. Provide a brief summary of your company's history in the marketplace. Please include relevant experience in the Regional Health Information Organization (RHIO)/HIE segment.	

23. How many dollars and what percent of total revenue did your company allocate to research and development of proposed software during:

Year	Dollars (\$) for R&D	% of Total Revenue
23.1 2005		
23.2 2006		
23.3 2007		
23.4 Planned for 2008		

PRODUCT OVERVIEW

24. Please provide the name and version/release number of the system(s) you are proposing for AHCCCS, including a listing of the modules included as part of this proposal.	
25. With reference to Q.24, please identify all modules you are proposing that are licensed by an outside source or third party.	
26. List any additional modules/products not proposed at this time to AHCCCS.	

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27. In what year did your company first release the proposed system/functionality?	
28. Please describe your model for maintaining the currency of Medication History data. What will AHCCCS be able to expect in terms of the timeliness of updates to Medication History.	
29. AHCCCS desires to provide 12 mo. of contiguous Medication History data for any patient regardless of payer/health plan during that time. Describe any gaps AHCCCS will experience with your product relative to data provided for Medicaid and non-Medicaid beneficiaries in Arizona.	
30. What is your company's strategy to fill the gaps noted in Q29. Please describe the timeline for completing this effort to which you are willing to contractually commit.	
31. By purchasing your Medication History product in Phase I, what benefits, if any, will AHCCCS realize if e-Prescribing is integrated in later phases?	


32. Please provide the number of major and minor product releases available to your general client base for the following time periods, indicating how many were "client sponsored/funded" versus "vendor sponsored/funded."

Year	No. Major Releases	No. Minor Releases	No. Client Sponsored/Funded	No. Vendor Sponsored/Funded
32.1 2005				
32.2 2006				
32.3 2007				
32.4 Planned for 2008				

33. Please provide the following information for the Medication History capability within your product.

33.1 Year Initially Developed/Added to Product	
33.2 Internally Developed or Acquired Technology?*	
33.3 Date of Last Release	
33.4 Enhancements Included	
33.5 Next Scheduled Release	
33.6 Enhancements Planned	

* If this capability was acquired, please specify Source and Date of Purchase.


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34. In the following table, please identify in the second and third columns the number of production customers and sites where the applications/modules listed are currently installed in production status. Indicate in the fourth and fifth columns the number of customers for each application/ module that is currently in implementation and the current scheduled production date.

Function/Module	No. Current Production Customers	No. Current Production Sites	No. Customers in Implementation	Target Go-Live Date
34.1 Medication History				
34.2 Formulary Lookup				
34.3 Display of Therapeutic Alternatives & Benefit Detail				
34.4 e-Prescribing				
34.4 Interfaces				
34.4.1 Using web services, publish to the Record Locator Service of an HIE, indicating presence of Medication History records for specific patients				
34.4.2 Respond to the HIE's web service request for Medication History data for a specific patient				
34.4.3 Use of NCPDP format for Medication History data				
34.4.4 Daily or more frequent updates to Medication History data from PBM or Pharmacy sources.				

RELEASE MANAGEMENT


35. Describe your company's software release and enhancement philosophy, specifically addressing:	
35.1. Scheduling for major and minor releases	
35.2. Beta testing of releases	
35.3. Availability of documentation and support	
36. Please describe any key software enhancements	

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to the Medication History functionality to be included in the next major and minor release.	
37. Describe the processes your firm has implemented to insure product quality is maintained.	
37.1. Please describe any certification process required for the display of the Medication History data.	

CUSTOMER SERVICES AND SUPPORT


38. Describe your company's support organization, addressing specifically:	
38.1. Number of support personnel by title (programmer, support rep, account rep)	
38.2. Title, training and experience of person responding to calls	
38.3. Customer Support Standards - Routing and escalation procedures of calls	
38.4. Call tracking, resolution and call monitoring procedures	
39. Who specifically will have responsibility for the AHCCCS account and in what city is this person located? Will AHCCCS staff have the opportunity to interview and choose to accept or reject the recommended account manager?	
40. Does your company provide toll-free Customer Support access? Who from the customer site is allowed to contact Customer Support?	
41. On what days of the week and during what is support available hours (please specify time zone)?	
42. What holiday or after-hours support is available to clients? What charges will the client incur for additional support? Is there a standard hourly rate for additional support?	
43. Describe the procedure for initiating a support request. Does the client speak directly with client-specific support personnel or must calls be queued for the next available representative?	
44. What is the average response time to calls requesting software support that your company is prepared to guarantee?	

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45. What statistics do you maintain and provide to customers regarding your ability to support these levels and guarantees?	
46. Do you currently have service level agreements in place with clients whom we may contact? Please provide client names, contact names and telephone numbers.	
47. What notification do you provide clients of software defects identified by support personnel or other clients? Will you make your current internal defect tracking log available to AHCCCS?	
48. Are software upgrades included as part of the support/maintenance agreement? Does this include the cost of vendor services required to implement the upgrade?	
49. What is your requirement for customer upgrade frequency that will avoid limiting, jeopardizing or otherwise impacting support or maintenance agreements? Are there any limits to the number of back releases supported?	

CUSTOMER DUE DILIGENCE


50. Please provide the following information for a minimum of three customers where Medication History is in <u>production status</u> on the system(s) you are proposing here, and that are most comparable to AHCCCS.	
50.1. Company/facility name	
50.2. Corporate address	
50.3. Customer contact name, title, telephone number and e-mail address	
50.4. Date of Medication History implementation	
50.5. Product version currently being supported for Medication History	
50.6. Number of providers	
50.7. Number of total users	
50.8. Number of locations/sites	
50.9. May we contact this customer?	
51. Please list any clients who have licensed your proposed system (any version), and failed to “go-live” on your product.	

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PERFORMANCE STANDARDS CONSIDERATIONS

52. AHCCCS wishes to include the following performance standards in the final support agreement. Define your company's position on including each of these items:

Standard	Measure	Remedy	VENDOR RESPONSE	
52.1 Response Time			Measure	Remedy
52.1.1 Application Performance	85% of all transactions 1 second - field to field Max 6 second - screen to screen Max 6 second - screen/database updates Max 6 second - inquiry	Time frame identified for correction and restoration to an acceptable level within 24 hours. Escape clause for consistent patterns of poor response.		
52.1.2 Adequate Growth/Capacity	Specific growth/capacity plan	No cost to AHCCCS for unanticipated system upgrades. Growth and additional capacity should not degrade performance.		
52.2 Customer Support Methods			Measure	Remedy
52.2.1 Direct calls	7am - 7pm in Mountain/Pacific time zone (as applies to AZ) normal business days	Escape clause for consistent patterns of poor response.		
52.2.2 After hours	24 x 7 x 365 days per year			
52.2.3 Email	7am - 7pm in Mountain/Pacific time zone (as applies to AZ) normal business days			

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Standard	Measure	Remedy	VENDOR RESPONSE	
52.2.4 Online tools for Customer Use	24 x 7 x 365 days per year			
52.3 Support Levels			Measure	Remedy
52.3.1 Level 1	L1: System down/dead <ul style="list-style-type: none"> • Callback: 1 hour • Fix or work-around: 4 hours • Fix: within 2 days 	Escape clause for consistent patterns of poor response.		
52.3.2 Level 2	L2: Critical, no work-around <ul style="list-style-type: none"> • Callback: 1 hour • Fix or work-around: 1 day • Fix: within 3 days 	Escape clause for consistent patterns of poor response.		
52.3.3 Level 3	L3: Non-critical <ul style="list-style-type: none"> • Callback: 4 hours • Fix or work-around: 2 days • Fix: within 5 days 			
52.3.4 Level 4	L4: Cosmetic <ul style="list-style-type: none"> • Callback: 5 days • Fix: by next upgrade 			
52.3.5 Level 5	L5: Modification request <ul style="list-style-type: none"> • Callback within 1 day to get high level requirements and assess feasibility 			

	Exhibit C – Business/Functional Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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INSTRUCTIONS

This section of the RFP presents questions related to overall application functionality required by AHCCCS. This includes areas of workflow, usability, configurability, interoperability and security. Please answer each question completely, concisely and accurately. Failure to provide appropriate data may eliminate the evaluation of this proposal. See Exhibits B-E Instructions for Completion.


Item No.	Description	Vendor Response	Vendor Comment
F.1	Medication History Detail		
F.1.1	The system shall provide the ability to store and display patient-specific medication lists.		
F.1.1.1	The medication list shall be patient-centric and may include medications prescribed by any provider.		
F.1.2	The system shall provide the ability to store and display the details of the medication, including, but not limited to:		
F.1.2.1	Medication Name		
F.1.2.2	Category		
F.1.2.3	Dose		
F.1.2.4	Route		
F.1.2.5	SIG		
F.1.2.6	Prescribing Provider		
F.1.2.7	Diagnosis		
F.1.2.8	Order Date		
F.1.2.9	Fill Date		
F.1.2.10	Days Supplied		
F.1.2.11	No. Refills		
F.1.2.12	Last Refill Date		
F.1.2.13	Status		
F.1.2.13.1	Inactivate Date		
F.1.2.13.2	Reason for Status Change		
F.1.2.14	Renewal Date		

	Exhibit C – Business/Functional Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Item No.	Description	Vendor Response	Vendor Comment
F.1.2.15	Comment		
F.1.2.16	If the Medication History list has a view of limited details, the system shall provide the ability to view additional prescription details on demand.		
F.1.3	The system shall provide the ability to store and display <u>additional</u> information regarding the filing of prescriptions (dispensation of medications by pharmacies or other providers), including:		
F.1.3.1	Date Dispensed		
F.1.3.2	Dispense Amount		
F.1.3.3	Location Dispensed		
F.1.4	The system shall provide the ability to <u>sort and filter</u> medication data to assist in review of history details, including but not limited to:		
F.1.4.1	Medication Name		
F.1.4.2	Category		
F.1.4.3	Prescribing Provider		
F.1.4.4	Diagnosis		
F.1.4.5	Order Date		
F.1.4.6	Fill Date		
F.1.4.7	Last Refill Date		
F.1.4.8	Status		
F.1.4.9	Renewal Date		
F.1.5	The system shall provide the ability to indicate that the list of medications and other agents has been viewed.		
F.1.5.1	The system shall capture the date/time when viewed.		
F.1.5.2	The system shall capture the User completing the review.		
F.1.6	The system shall provide the ability to mark a medication as erroneously captured and excluded from the presentation of current medications.		
F.1.7	The system shall provide other clinical data with the Medication History detail.		
F.1.8	The system shall provide the ability to print a current medication list for patient use.		

	Exhibit C – Business/Functional Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Item No.	Description	Vendor Response	Vendor Comment
F.2	Scope of Coverage		
F.2.1	The system shall provide the ability to display comprehensive, contiguous medication history for a minimum of 12 months duration when the patient has been an AHCCCS member for 12 months or longer.		
F.2.1.1	Medication history is contiguous regardless of a change in the member's AHCCCS health plan.		
F.2.1.2	The system shall provide the ability to display comprehensive medication history for patients that are current or former AHCCCS members.		
F.2.2	The system shall provide the ability to capture and display medication data from the following sources:		
F.2.2.1	Pharmacy claims for Acute Care		
F.2.2.2	Pharmacy claims for Long Term Care		
F.2.2.3	Pharmacy self-pay		
F.2.2.3.1	When Pharmacy data is the source, the system includes 90% or more of AZ pharmacies.		
F.2.2.4	Mail order		


	Exhibit D-Technical/System Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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INSTRUCTIONS


This section of the RFP presents questions related to the basic vendor information required by AHCCCS. Please answer each question completely, concisely and accurately. Failure to provide appropriate data may eliminate the evaluation of this proposal.

TECHNICAL REQUIREMENTS MATRIX


Item No.	Description	Vendor Response	Vendor Comment
T.1	Patient Privacy/Confidentiality		
T.1.1	The system shall enable the enforcement of the applicable jurisdictional and organizational patient privacy rules as they apply to various parts of the HIE System through the implementation of security mechanisms.		
T.1.2	The system shall maintain varying levels of confidentiality in accordance with users' scope of practice, organizational policy, or jurisdictional law.		
T.1.3	The system shall support masking parts of the Medication History record (e.g. protected medications, protected patients, lack of consent) from disclosure according to scope of practice, organizational policy or jurisdictional law.		
T.1.3.1	The system supports a variety of models for managing the patient's consent regarding participation in the exchange of health data, including, but not limited to:		
T.1.3.1.1	Opt-In: The Patient/member indicates willingness to participate. Data is then made available via the HIE.		

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Item No.	Description	Vendor Response	Vendor Comment
T.1.3.1.2	Opt-out: The Patient/member indicates preference to not participate. Data is no longer available via the HIE.		
T.1.3.1.3	Notification only: The Patient is notified that information exchange is occurring.		
T.1.4	The system shall provide the ability to override a mask in emergency or other specific situations according to scope of practice, organizational policy or jurisdictional law (break the glass).		
T.2	Audit Capability		
T.2.1	The system shall provide audit capabilities for system access and usage indicating the following:		
T.2.1.1	Author		
T.2.1.2	Original Value		
T.2.1.3	Changed Value		
T.2.1.4	Create Date/Time		
T.2.1.5	Modify Date/Time (includes Inactivation)		
T.2.1.6	View Date/Time		
T.2.1.7	Extract Date/Time		
T.2.1.8	Delete Date/Time		
T.2.2	The system shall prohibit all unauthorized users' read access to the audit records, except those users that have been granted explicit read access.		
T.2.3	The system shall protect the stored audit records from unauthorized deletion.		
T.3	Interoperability/Secure Data Exchange		
T.3.1	Using web services, the system shall publish new Patient metadata to the RLS as Medication History updates are received.		

	Exhibit D-Technical/System Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Item No.	Description	Vendor Response	Vendor Comment
T.3.1.1	Published messages include the Record ID for the Medication History data for each Patient.		
T.3.2	The system shall respond to a web service request for a Patient's Medication History by returning the past twelve (12) months of contiguous records.		
T.3.3	The system shall support the following messaging standards when interfacing with the HIE:		
T.3.3.1	HL7 2.X		
T.3.3.2	HL7 V3		
T.3.3.3	CCD		
T.3.3.4	NCPDP		
T.3.4	The system shall secure all modes of Medication History data exchange.		
T.3.5	The system shall enable version control according to local policies to ensure maintenance of utilized interchange standards.		
T.4	Performance		
T.4.1	Record Search and/or Retrieval Time: The time elapsed after the web service request is received until a matching record is returned shall NOT exceed 3 seconds.		
T.4.2	Service Level Agreements for operations shall be on a 24x7x36 basis, with system redundancy, so the system does not experience maintenance downtime.		

	Exhibit D-Technical and General System Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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ADDITIONAL NARRATIVE QUESTIONS – TECHNICAL AND GENERAL SYSTEMS

PERFORMANCE MONITORING


53. How is response time measured, tracked and reported?	
54. Indicate conditions necessary in order to achieve guaranteed response time. Provide mean and standard-deviation response times for the different functions and actions performed by the proposed system.	
55. Describe methods used to obtain these estimates, the factors which influence response time, and the variability of these measurements under peak load conditions.	
56. Provide benchmark performance data from client sites similar to the AHCCCS HIE, including response time, defined as the time between the time when the request for a Medication History record is received to when a full response by the system is indicated on the user's screen. Include information about hardware configuration from benchmark sites, as well as the system load from other sources.	
57. What is the maximum projected transaction load the proposed system can handle and still have 90% of all transactions with a response time of less than three seconds?	
58. Describe boundaries at which system performance would probably begin to degrade (e.g., number of users exceeds X, database reaches XXX GB). Explain dependencies between resources and response time.	
59. Describe the tools used by your team for tuning system performance. How is system performance tuned?	
60. Can the system be available twenty-four (24) hours per day, seven (7) days per week? Explain any limitations to full capacity.	
61. Describe how the following impact system availability:	

	Exhibit D-Technical and General System Requirements Questionnaire		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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61.1. Software upgrade/bug fix	
61.2. Operating system upgrade	
61.3. Integrated product upgrade	
61.4. Hardware maintenance	
62. Describe how the system handles faults or failures in each of the following:	
62.1. CPU	
62.2. Disk drive	
62.3. Tape drive	
62.4. Network/communications	
62.5. Printer	
62.6. Application software	
63. Are you willing to make your application available in a test environment to demonstrate your product's ability to meet system performance requirements? Testing scenarios would be mutually determined between AHCCCS and your technical team. Have you done this in the past with potential clients?	

SECURITY/HIPAA

64. Describe your security architecture in detail.	
65. Describe your proposed approach to privacy and security within an HIE environment? Please include your approach for managing patient consent.	
66. Describe how your solution handles audit trails, where the logs are stored and the levels that can be reported.	
67. Describe the Patient Matching algorithm used by your system. Note: The design preferred by AHCCCS is to search/select the Patient via the HIE Viewer. An alternate approach is to pass the Search criteria to the vendor for selection of matching records. Please describe how the matching algorithm works in your solution.	
68. Does the system provide data integrity checking, or the ability to corroborate that data has not been altered or destroyed?	
69. Please state whether your product has received HIPAA compliance certification by a third party.	

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INSTRUCTIONS

This section of the RFP presents questions related to the implementation planning process required by AHCCCS. Please answer each question completely, concisely and accurately. **A sample implementation plan for all products/modules offered must be provided.**

PLANNING ASSUMPTIONS - from page 12

- 2.1 Implementation of the Health Information Exchange is currently underway, with the first wave of 100 Pilot users expected to begin Production use on 6/18/08.
 - 2.1.1 Enabling Medication History information is a Phase I activity and implementation is desired ASAP.
- 2.2 Registration and authentication of the HIE User is managed by AHCCCS.
- 2.3 Searching for and selecting a Patient for whom the Medication History is to be viewed is managed by AHCCCS.
- 2.4 Training of the HIE User is managed by AHCCCS.
- 2.5 Logging a request for and the viewing of a Medication History record by an HIE User is performed by AHCCCS. Logging the detail of the record accessed is the responsibility of the Vendor.

Planning Assumptions		Comments
Volume of Providers	Approximately 16,000 PCP – 6,000 Specialist – 10,000 60% without EMR or plans to acquire = 9,600	
Pilot Date	6/18/08	Initial Pilot Period is approximately two (2) months.
Target Go-Live Date – first site of rollout	Post-Pilot Period 8/18/08	
➤ Initial focus for the implementation will be Primary Care providers in the ambulatory and ED settings.		


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Additional Planning Assumptions	
<p>Estimated Transaction Volumes:</p> <ul style="list-style-type: none"> ➤ Year 1 Total: 214,320 Transactions (400 Users by Year End) ➤ Year 2 Total: 706,800 Transactions (800 Users by Year End) ➤ Year 3 Total: 1,213,530 Transactions (1200 Users by Year End) ➤ Year 4 Total: 1,716,840 Transactions (1600 User by Year End) ➤ Year 5 Total: 2,223,000 Transactions (2000 Users by Year End) 	Transaction refers to the request for Medication History data from the selected vendor.
<p>Data Conversion:</p> <ul style="list-style-type: none"> ➤ RLS will be pre-loaded with the Patient metadata and Record IDs for existing Medication History detail 	
AHCCCS will provide a Project Manager to coordinate the AHCCCS portion of the project plan. This resource will coordinate with the Vendor PM to develop and conduct a successful implementation.	
AHCCCS will provide or procure the required technical resources to complete all of the technical tasks for the HIE and Viewer, including establishing and maintaining the RLS and Gateway services, System Administration, and development of web services for the following: 1) accept Publish messages from Data Providers, 2) request Medication History for a selected Patient, and 3) accept the web service response from the Data Provider and display the data through the Viewer.	


Assumptions regarding the technical environment should be based on the information provided in the Background and Overview section of the RFP.

MEDICATION HISTORY IMPLEMENTATION

70. Describe the standard process used by your company to implement Medication History as part of an HIE. Provide a <u>sample implementation work plan</u> indicating:	It is understood that the actual work plan will be mutually developed between AHCCCS and the successful vendor.
70.1. Overall duration (typical experience for customer the size of AHCCCS)	
70.2. Tasks required	
70.3. Relative sequence of tasks and any key dependencies between tasks	
70.4. Responsible parties for each task (vendor and AHCCCS)	
70.5. Include major areas of subcontractor work	
70.6. Estimated time to complete each task	

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71. Based on your knowledge of AHCCCS, please list specific client resource requirements for implementation you believe are necessary to meet the above timeline.	
71.1. Resource type (Project Manager, Technical Analyst, Business Analyst, Provider, Medical Assistant, etc.) and number of each type	
71.2. Approximate percentage of time each resource should be dedicated to the implementation phase by month	
71.3. Roles and responsibilities of each resource.	
72. Please specify the primary point of contact or project manager for this contract, including full resume, percentage of time to be devoted to the project, and experience with similar projects. Identify if this resource is an external consultant to your company.	
73. Provide brief resumes of any additional personnel who will help manage the AHCCCS implementation, including the number of years of experience within your company. Identify if any of these resources are external consultant(s) to your company.	
74. Please provide a project organization chart which clearly delineates communication/ reporting relationships among the project staff.	
75. Will you use your own internal resources to implement for AHCCCS, or will you use consultants who are external to your organization? If external consultants are being proposed, how will the cost of these resources be handled?	
76. Please describe your Risk Management process and how you interface with the customer for addressing issues that arise during and after implementation.	
77. How, specifically, is the transition of responsibility from implementation to support coordinated and communicated within your company?	

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78. Please provide any additional information you believe would be helpful to AHCCCS in the development of an implementation plan specific to your system.	
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DOCUMENTATION AND TRAINING

79. Please describe the education/training process required for your HIE clients. Please indicate how training is provided. 79.1. Facilitator led 79.2. Web-based 79.3. Combination	
80. Describe the technical/implementation documentation provided with the system. Please provide a sample of each (approximately 5 - 10 pages).	
81. How quickly are technical/implementation documentation updates made available to all clients after a new software release?	
82. Describe the training approach and schedule you would recommend for training AHCCCS users within the following settings: 82.1. Hospital-based, including ED 82.2. Office-based 82.3. Long Term Care 82.4. Behavioral Health	
83. What is the typical learning curve for a Provider on your Medication History functionality? Indicate the training time recommended for each new user type prior to their production use of the system.	
84. Please describe training materials by your company for both the trainers and the end-users. Which materials are included as part of this proposal?	
85. Please specify training personnel to be assigned to the AHCCCS trainers including resumes, experience in training and amount of time to be devoted to training/implementation.	
86. Describe the end user documentation provided with the system. Please provide a sample of each (approximately 5 - 10 pages).	

	Exhibit F - Offeror's Checklist		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Note to Prospective Offerors: This Exhibit has been added to this RFP as a convenience to offerors. It is believed to be a complete listing of all submission requirements pursuant to this RFP. However, if a requirement is stated anywhere in the RFP text, yet does not appear in the Offeror's Checklist, the text statement takes precedence over the omission of that requirement in the Offeror's Checklist. **Place a check mark to the left and provide the page number where this item is located within your proposal, in the right hand column. All items must be included.**

Require ment #	Description	RFP Page/ Reference	Offeror's Page #
1	Offeror's checklist completed (i.e., page numbers entered in the right-hand column of this table.)	This Page	
2	Offer and Acceptance page complete	Page 3	
3	Pricing Schedule	Page 12	
4	Copies of proposal submitted as one (1) marked "Original" and four (4) copies plus five (5) CDs	Page 28	
5	Statement of Intent to provide Certificate of Insurance	Page 30	
6	Exhibit B, Completed General Vendor Requirements Questionnaire	Page 58	
7	Exhibit C, Completed Business/Functional Requirements Questionnaire	Page 68	
8	Exhibit D, Completed Technical/System Requirements Questionnaire	Page 71	
9	Exhibit E, Completed Implementation Questionnaire	Page 76	
10	Signed Cover Sheets of Solicitation Amendments, if any		
11	Organizational Chart (Q5)	Exhibit B, Q5, Page 58	
12	Biographical Summaries of Senior Management (Q7)	Exhibit B, Q7, Page 59	
13	Audited Financial Statements (Q16)	Exhibit B, Q16, Page 60	
14	Benchmark Performance Reports (Q56)	Exhibit D, Q56, Page 74	
15	Implementation Plan (Q70)	Exhibit E, Q70, Page 77	
16	Full Resume for Proposed Project Manager (Q72)	Exhibit E, Q72, Page 78	
17	Brief Resumes for Implementation Team (Q73)	Exhibit E, Q73, Page 78	
18	Project Team Organization Chart (Q74)	Exhibit E, Q74, Page 78	
19	Samples of Technical/User Documentation (Q80, 86)	Exhibit E, Q80, 86, Page 79	

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